

## VEHICLE INSURANCE UNIFORM CONTRACT FORMAT

### LAYOUT OF THIS MODEL

- List of Updates to the Model Contract
- Tick List for the Contracting Officer
- Sample Cover Letter
- Model Contract

### UPDATES TO THE MODEL

01/13/2014 - Update FAC 2005-64 thru 69, PIB 2012-16 (52.232-99 Deviation already included in models)

08/26/2013 – Updated VAT, Sections B.3 and G.2.3.1, Version A

05/22/2013 – Update VAT info, Sections B.3.1 & G.2.3.1

05/10/2013 – Update Section L

03/25/2013 – Update FAC 2012-18

02/01/2013 – Update FAC 2005-60 thru 63 (52.204-8, 52.225-25)

09/10/2012 – Updates required by PIB 2012-16, 17 and 18

05/23/2012 – Updated required by FAC 205-56-59, PIB 2012-11 and -10 (notes on inherently govt, 52.204-7, 52.245-1, 52.232-32, 52.245-9, 52.204-8)

02/22/2012 – Update per FAC 2005-55 (52.204-8, 52.204-10, 52.209-7, and 52.209-9)

12/23/2011 – Updates per FAC 2005-54 (52.204-8 and 52.225-25)

07/20/2011 – Updates required by DOSAR (652.204-70; 652.237-71)

07/13/2011 – Updates required by FAC 2005-53 (52.223-18, 52.215-10, and 52.215-11)

07/08/2011 – Updates required by FAC 52. (52.216-7, 652.242-73, 652.229-70, 52.204-8, 52.209-2)

04/06/2011 –Update FAC 2005-48, 49, 50 and 51

02/28/2011 – Correction to update required by FAC 2005-47.

2/22/11 – Updated per FAC 2011-7 by deleted 52.209-8 and replacing with 52.209-9  
ALT 1

01/24/11 – Update per FAC 47-48 and PIB 2011-03; 52.204-8, 52-204-9, and 52.209-8

10/19/10 – FAC 2005-46 update 52.244-6, 52.204-8 and add 52.225-25

10/12/10 – FAC 2005-46 add 52.223-18

09/03/10 – FAC 2005-45 update all required FAR clauses

07/22/10 -- FAC 2005-44 add 52.204-10

07/14/10 – FAC 2005-43 update to (52.222-19)

07/01/10 – Update FAC 2005-42 (52.244-6)

06/28/10 - Update per PIB 2010 today's date to add 52.222-40 DEVIATION

04/29/10 – No change required by FAC 2005-41

04/23/10 – No change required by FAC 2005-39; FAC 2005-40 has the following  
changes: (52.244-6, 52.203-13) (52.209-5) (52.209-7) (52.209-8)

01/12/10 – Change required by FAC 2005-38 (52.222-39, 52-244-6)

08/27/09 – Change required by FAC 2005-35 and 36 (52.222-19, 52.225-20, 52.244-6)

08/17/09 – Change required by FAC 2005-34 (Add 52.209-2)

07/20/09 – 652.228-74. Updated DBA rates

06/29/09 - No change required by FAC 2005-32&33

05/19/09 – Change required by FAC 2005-31 (52.215-2)

05/04/09 – Added in retention in Section B as it pertains to EPA

03/09/09 - Change required by FAC 2005-29 and 30 (52.222-50, 52.244-6, 52.204-8,  
652.206-70)

12/30/08 – FAC 2005-28 (52.203-13 and 52.244-6)

10/08/08 – Update FAC 27 (52.232-17, 52.232-25)

07/28/08 – Changes required by PIBs 2008-20 and 2008-21, inclusion of Contractor Identification clause and DBA rate changes

07/14/08 – Change required by FAC 26 (52.225-13 and 52.225-20)

6/09/08 Change required by FAC 2005-23 (none) 24, & 25 (updated 52.222-19, 52.204-6, 52.204-7(referenced in the instructions) & 52.209-5)

01/31/08 – No update required by FAC 2005-23; DBA rates updated

01/14/08 – Update to the FAM reference on page 4

12/05/07 – No change required by FAC 2005-21 & 22

09/20/07 - No update required by FAC 2005-20

09/05/07 – Change required by FAC 2005-19 (update) (52.203-12, 52.203-11, 52.204-9 & 52.203-11)

09/05/07 – Add DOSAR 652.228-70

08/15/07 – Change required by PIB 2007-23 (Add DOSAR 652.204-70, Delete DOSAR 652.237-71)

07/18/07 - Change required by FAC 2005-18 – no change required

07/11/07 – No change required by FAC 2005-17

03/26/07 – Change required by FAC 2005-16 (52.244-6)

01/29/07 – checked DBA rate

01/04/07 – No change required by FAC 2005-15

12/13/06 – No change required by FAC 2005-14.

12/07/06 – changes required by FAC 2005-13 (52.203-6, 52.2-9-6, 52.244-6)

08/03/06 – Change to FAR internet reference; no update required for FAC 2005-12

7/10/06 – Change required by FAC 2005-10 (52.204-7, and 652.228-74)

6/20/06 – Change required by FAC 2005-09 (52.204-9, 652.237-71, 52.204-8, 52.222-50)

2/13/06 – Change required by FAC 2005-07 (52.204-8, 52.225-13, 52.244-6); no change per FAC 2005-08

12/14/05 – Change to date of 52.244-6 to reflect that change in FAC 2005-1 was only to clause prescription

10/20/05 – FAC updates for 2005-6 (52.203-11, 52.203-12)

8/19/05 – No change for FAC 005-05

5/13/05 – No change required by FAC 2005-3 because 52.225-13 updates dates made in 2005-2.

4/15/05 – Changes required by FAC 2005-1 and 2005-2 (update FAR 52.244-6, Subcontracts for Commercial Items and 52.225-13, Restrictions on Certain Foreign Purchases to MAR 2005)

2/23/05 - Updated 52.209-6 and 52.244-6, and added 52.222-39 and 52.204-8 per FAC 2001-26 and FAC 2001-27

12/13/2004 – Deleted the following clauses from Section I 52.232-12 Advance Payment (MAY 1999) and Alternate IV (APR 1984), and DOSAR 652.228-70 Indemnification (JUL 1988).

11/02/2004 – Added 52.233-4 Section I per FAC 2001-25

10/06/04 – Updated to cover new DBA

06/30/2004 – Update 52.219-1, 52.244-6, and 52.202-1 Section I pre FAC 2001-23 and 24

04/16/04 – No changes required for FACs 2001-21 and 2001-22.

1/29/04 No change for FAC 2001-17, changes for FAC 2001-18 (update 52.225-13) and FAC 2001-19

## CONTRACTING OFFICER TICKLIST AND GUIDANCE FOR THIS MODEL

- ☐ Always use OPE's most recent contract model. Do not recycle an older version. Contract models are updated with FAR clauses many times per year.
  - ☐ In the cover letter to the OPE Desk Officer, Contracting Officer has stated the file name of the model the Contracting Officer has copied from OPE's website.
  - ☐ Insurance in General - The attached model solicitation (Request for Proposals or RFP) is prepared in the Uniform Contract Format required by FAR 15.204.
    - ☐ This model includes a requirement for Third Party Liability and Full Comprehensive Coverage vehicle insurance.
    - ☐ You may require additional/different types of insurance. If so, you will need to revise the solicitation throughout to reflect your requirements.
    - ☐ Foreign Affairs Manual - Consult with 14 FAM 433 regarding Departmental policy for insuring Government vehicles.
  - ☐ Instructions for each “[*Note to Contracting Officer*]” have been followed
  - ☐ Offeror and Contracting Officer have completed all appropriate fill-in-the-blank sections, many of which are denoted by “[ ]”
  - ☐ FAR part 12 addresses commercial item acquisitions. FAR 2 defines a commercial item. If you are uncertain whether these services in the host country fall within the commercial item definition, please contact your A/OPE Desk Officer, who will assist you in making that decision.
    - ☐ If this model is being used in lieu of the commercial items model, the CO has included supporting rationale as to why it is necessary to use this model.
- (or)
- ☐ If this model is being used in lieu of the commercial items model, the CO has defended this decision to the OPE Desk Officer.

**REQUIRING OFFICES** - All requirements for new services must undergo a pre-award assessment by the requiring office to ensure the statement of work does not include any inherently governmental functions. The Form DS-4208, Request for Services Contract Approval, found in PIB 2012-11, Attachment 1 is available on e-Forms and will be used to meet this requirement.

- ☐ If you have questions about FAR Provisions and clauses, consult FAR 52.3, the provision and clause matrix, at [http://acquisition.gov/far/current/html/52\\_301Matrix.html](http://acquisition.gov/far/current/html/52_301Matrix.html). Do not delete any provisions or clauses without talking with your OPE Desk Officer.
- ☐ REQUIRED – Before sending to OPE for review, all modified clauses are **highlighted** unless the instructions for that clause in the model expressly state that post should modify the clause to reflect post specifics.
  - ☐ REQUIRED - Rationale for this modification has been included in the memo requesting review from A/OPE.
  - ☐ **Highlights** have been removed before issuing solicitation
- ☐ Appropriate information has been entered into all blank fields
- ☐ Your A/OPE desk officer has approved this solicitation when and where approval is appropriate
- ☐ The entire contract model, including all completed tick lists and instructions, has been saved somewhere for your records so you'll have a history of what you've done.
- ☐ "Model Updates" at the beginning of this document were deleted before final printing.
- ☐ ALL "Tick List and Guidance" comments have been deleted before final printing.
- ☐ "[*Notes to Contracting Officer*]" which are embedded in the model have been deleted before final printing
- ☐ Contracting Officer has read the solicitation before it has been submitted to A/OPE/EAD for review.
- ☐ Contracting Officer has made sure all A/OPE/EAD comments are incorporated before issuance.
- ☐ Contracting Officer has actually read the final solicitation before distribution.
  - ☐ The solicitation makes sense to both you and your Desk Officer.
- ☐ The Proposal due date is at least 30 days after issuance. Also, the Contracting Officer has ensured this due date does not fall on an Embassy holiday or weekend.

- ☐ PIB 2007-14 has been reviewed to ensure public notification/advertising requirements have been satisfied where appropriate. When in doubt, contact your OPE Desk Officer.
- ☐ The proposed COR has been notified of all required training as set forth in DOSAR subpart 642 to ensure these requirements have been satisfied prior to or at the time of award.
- ☐ Contracting Officer has negotiated for the lowest priced technically acceptable offer.
- ☐ Fill-ins - The solicitation contains several FAR clauses that must be filled in. Search for the clause number to find its location in the document below.
  - ☐ 52.232-19, Availability of Funds for the Next Fiscal Year (applicable if the will cross fiscal years)
  - ☐ 52.217-9, Option to Extend Term of Contract (applicable if Options for Additional Performance Periods are Included in the Contract)
- ☐ SECTION A (SF-33) Completed
  - ☐ If you are unsure when to use the SF-33 as opposed to the SF-1442 (or any other form), consult your Desk Officer
  - ☐ Complete blocks 1 through 11 of the SF-33 Solicitation, Offer and Award.
  - ☐ Block 11, Table of Contents - Identify page numbers of each section.
- ☐ SECTION B Completed
  - ☐ If there have been big fluctuations in the economy, post may elect to incorporate less option years. If this is done, then there will be additional changes within the solicitation.
- ☐ SECTION C Completed
  - ☐ You have coordinated the tasks with the requirements office to ensure all tasks are necessary to include the timing.
- ☐ SECTION I Completed
  - ☐ FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)

☐ SECTION I – Defense Base Act Insurance clauses reviewed and modified

- ☐ When the Contracting Officer has a reasonable expectation that no covered contractor employees (see PIB 2009-20 on OPE intranet site for definition of covered versus non covered employees) will be included in the offers (e.g., offers will come from local overseas contractors and the work is to be performed in a country that has local workers' compensation laws), the contracting officer shall include the following FAR clause and DOSAR provision in the solicitation:

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. Place in Section I.1. (Note that OPE has assumed you will use the above clause and has already included it in Section I.1.)

- ☐ Provision entitled *Defense Base Act – Covered Contractor Employees*; place in Section K.9 (Note that OPE has assumed you will use the above clause and has already included it in Section K.9.)

- ☐ If, in response to the solicitation, any offeror knows that they will employ covered employees, the offeror is required to notify the Contracting Officer prior to the closing date.

- ☐ The Contracting Officer shall then amend the solicitation to add a line item in Section B (see sample language in B.2.7 and actual item in B.3.6 of the LGP model).

- ☐ If covered employees will be employed, delete the following:

- ☐ FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas* from Section I.1.

- ☐ Provision entitled 652.228-70 *Defense Base Act – Covered Contractor Employees* from Section K.9

Also add the following clauses/provisions:

- ☐ FAR clause 52.228-3, *Workers' Compensation Insurance (Defense Base Act)*; place in Section I. Incorporated by reference.

- ☐ DOSAR clause 652.228-71, *Workers' Compensation Insurance (Defense Base Act) – Services*; place in Section I,

incorporated in full text. If DOSAR 652.228.71 included, delete actual text from paragraphs (b), (c), (d), (e) and (f) and mark those paragraphs as “Reserved” per PIB 2012-17.

- ☐ Offerors shall be given additional time to incorporate the DBA contractor rates into their proposed prices.
- ☐ SECTION K.5 COMPLETED - American Business Sources
  - ☐ For Section K inserts which follow, you have deleted all instructions such as “[*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*]”
  - ☐ All Section K.5(b) tick marks such as this one “[ ]” have been appropriately ticked
  - ☐ If you know or expect that American businesses may submit a proposal, you must include the following solicitation provision, in addition to the other certifications contained in this solicitation. This certification is used to determine whether the firm is considered small by the Small Business Administration (SBA).
    - ☐ If you receive an offer from a small business, and you determine that firm to be non-responsible, then you must refer the matter to A/OPE and A/SDBU for referral to SBA; any determination of non-responsibility of an American small business must be referred to SBA prior to award of the contract. SBA will then determine whether to issue a Certificate of Competency (SBA) attesting to the firm's ability to perform the contract. For more information, see FAR 19.000(b) and 19.6.
    - ☐ If the above conditions are met, include the following (shown here in blue) at the end of Section K and number as the next sequential number in the K series.

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **524126**.

(2) The small business size standard is **1,500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it *o* is, *o* is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it *o* is, *o* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It *o* is, *o* is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It *o* is, *o* is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It *o* is, *o* is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it *o* is, *o* is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It *o* is, *o* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It *o* is, *o* is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment;
- and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

☐ SECTION L COMPLETED

- ☐ Pre-proposal Conference/Site Visit (optional) - If there will be a pre-proposal conference or site visit, provide information in a cover letter to the solicitation and in Section L. You may use the pre-proposal conference/site visit language from any of the other A/OPE model solicitations.

- ☐ If U.S. firms are being solicited/awarded a contract the following FAR clause must be provided in full text in Section I:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both

physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be –

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or

(2) Provided by the Federal contracting agency, if requested;

(3) Downloaded from the Department of Labor, Office of Labor Management Standards (OLMS) web site at: <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non-compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

- ☐ 3<sup>rd</sup> Country Nationals: The clause, Recruitment of Third Country Nationals for Performance on Department of State Contracts, shall be included in any solicitation and contract (including commercial items) valued over \$150,000 requiring non-professional labor where contract performance will require recruitment of third country national labor specifically for contract performance. Contractors shall submit Recruitment and Housing Plans as appropriate and shall be evaluated and contracts shall only be awarded to contractors submitting acceptable plans (PIB 2012-10).

#### RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

1. On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

##### 2. Recruitment Plan

a. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the Contractor intends to recruit them.

b. Explain how the Contractor intends to attract candidates and the recruitment strategy including the recruiter.

c. Provide sample recruitment agreement in English.

d. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The Contractor or employer pays the recruitment fees for the worker if recruited by the Contractor or subcontractor to work specifically on Department of State jobs.

e. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.

f. State in the offer that the Contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.

g. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.

h. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

3. The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing for TCNs. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

4. Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

a. Contractor may not hold employee passports and other identification documents longer than 48 hours without employee concurrence. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

b. Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation, job description, and benefits. Contracts must be provided prior to employee departure from their countries of origin.

c. Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English

language version is available at <http://www.state.gov/j/tip> or from the Contracting Officer.

d. Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

e. Contractor shall display posters in worker housing advising employees in English and the dominant language of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via e-mail at [OIGHotline@state.gov](mailto:OIGHotline@state.gov).

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance.

g. Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50 Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with these requirements.

h. The Contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country national for subcontractor performance.

## SAMPLE LETTER TO PROSPECTIVE OFFERORS

***[Note to Contracting Officer: insert date]***

***[Note to Contracting Officer: insert inside address]***

Dear Prospective Offeror:

SUBJECT: Solicitation Number ***[Note to Contracting Officer: insert number]***

The Embassy of the United States of America invites you to submit a proposal for ***[Note to Contracting Officer: insert a brief description of services required]***.

***[Note to Contracting Officer: insert the following paragraph if a pre-proposal conference will be held]***

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to the ***[Note to Contracting Officer: insert name of Contracting Officer, Address]*** on or before ***[Note to Contracting Officer: insert solicitation closing time]*** on ***[Note to Contracting Officer: insert solicitation closing date]***. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33;
2. Section B;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

The contract performance periods are specified in Section F of the solicitation.

Direct any questions regarding this solicitation to ***[Note to Contracting Officer: insert name]*** by letter or by telephone ***[Note to Contracting Officer: insert telephone number]*** during regular business hours.

Sincerely,

***[Note to Contracting Officer: insert name]***  
Contracting Officer

## MODEL CONTRACT – Section A

*[Note to Contracting Officer – Use the SF-33 as the cover page. See the Cookbook, Chapter 8, Exhibit 8-1 for an example of how to complete the SF-33. This example is actually an SF-33 completed for contract award. When completing an SF-33 for purposes of a solicitation cover page, fill in the following blanks, following the Cookbook sample. All other blanks are left uncompleted at this time:*

- *Use a Request for Proposals (RFP) number.*
- *Total number of pages in solicitation*
- *Block 3*
- *Block 4*
- *Block 5*
- *Block 7*
- *Block 8, if required*
- *Block 9*
- *Block 10A and B*
- *Block 11]*

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

***[Note to Contracting Officer: revise the first sentence to fit post requirements]***

B.1. VEHICLE INSURANCE SERVICES

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles and motorcycles located in ***[Note to Contracting Officer: identify post name and consulates]***.

B.2 TYPE OF CONTRACT

This is a fixed price type contract with an economic price adjustment.

B.3. PRICES/PREMIUMS

B.3.1 VALUE ADDED TAX

***[Note to Contracting Officer: include Version A, if the Contractor must submit VAT for this contract to the host government. Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]***

*Version A*

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

*Version B*

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.3.2 Contractor's premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be in ***[Note to Contracting Officer: fill in local currency or USD.]***

***[Note to Contracting Officer:***

- ***The following is a sample for a base period and optional periods.***
- ***You will need to insert post-specific information, listing all vehicles and types of insurance.***
- ***Each type of insurance should be in a separate premium schedule, like the sample.***

- *The sample lists Third Party Liability – Bodily Injury and Third Party Liability – Property Damage. You may require additional or different types of insurance and will need to revise the solicitation throughout accordingly. Keep in mind that the Government is self-insured. Many types of insurance you might buy for your own vehicle should not be purchased by the Government. If in doubt, ask your A/OPE desk officer.*
- *Each vehicle is a separate item number. A “B” and “P” are used in the sample to precede the item numbers, with “B” representing Third Party Liability – Bodily Injury insurance and “P” representing Third Party Liability – Property Damage.*
- *Item numbers for optional periods use the option year designator as the second of digit. For example, Third Party Liability Insurance – Bodily Injury for the first vehicle in option year one uses a designator of “B101”.*
- *When preparing the solicitation, complete the columns in the following way. The Contracting Officer completes Columns 1, 2, 3, 4, 5, and 6. The offeror completes column 7.]*

B.3.3. Premiums - Base Period: The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on the start date in the Notice to Proceed and continuing for a period of 12 months.

B.3.3.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)

| Item no.              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------|------------|------|------------|-----------|-----|----------------|
| B001                  |            |      |            |           |     |                |
| B002                  |            |      |            |           |     |                |
| Total Annual Premium: |            |      |            |           |     |                |

\*HP - horsepower

Total Annual Premium \_\_\_\_\_

B.3.3.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)

| Item no.                          | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------------------|------------|------|------------|-----------|-----|----------------|
| P001                              |            |      |            |           |     |                |
| P002                              |            |      |            |           |     |                |
| Total Annual Premium:             |            |      |            |           |     |                |
| Grand Total Base Period Premiums: |            |      |            |           |     |                |

B.4.0 Premiums – Option Year One: The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting one year after start date in the Notice to Proceed and continuing for a period of 12 months.

**B.4.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)**

| Item no.              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------|------------|------|------------|-----------|-----|----------------|
| B101                  |            |      |            |           |     |                |
| B102                  |            |      |            |           |     |                |
| Total Annual Premium: |            |      |            |           |     |                |

**B.4.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)**

| Item no.                              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|---------------------------------------|------------|------|------------|-----------|-----|----------------|
| P101                                  |            |      |            |           |     |                |
| P102                                  |            |      |            |           |     |                |
| Total Annual Premium:                 |            |      |            |           |     |                |
| Grand Total Option Year One Premiums: |            |      |            |           |     |                |

**B.4.3 Premiums – Option Year Two:** The Contractor shall provide the services for the premiums shown below for Option Year Two of the contract, starting two years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

**B.4.3.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)**

| Item no.              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------|------------|------|------------|-----------|-----|----------------|
| B201                  |            |      |            |           |     |                |
| B202                  |            |      |            |           |     |                |
| Total Annual Premium: |            |      |            |           |     |                |

**B.4.3.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)**

| Item no.                              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|---------------------------------------|------------|------|------------|-----------|-----|----------------|
| P201                                  |            |      |            |           |     |                |
| P202                                  |            |      |            |           |     |                |
| Total Annual Premium:                 |            |      |            |           |     |                |
| Grand Total Option Year Two Premiums: |            |      |            |           |     |                |

**B.5.0 Premiums – Option Year Three:** The Contractor shall provide the services for the premiums shown below for Option Year Three of the contract, starting three years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

**B.5.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)**

| Item no.              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------|------------|------|------------|-----------|-----|----------------|
| B301                  |            |      |            |           |     |                |
| B302                  |            |      |            |           |     |                |
| Total Annual Premium: |            |      |            |           |     |                |

**B.5.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)**

| Item no.                                | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|---|------------|------|------------|-----------|-----|----------------|
| P301                                    |            |      |            |           |     |                |
| P302                                    |            |      |            |           |     |                |
| Total Annual Premium:                   |            |      |            |           |     |                |
| Grand Total Option Year Three Premiums: |            |      |            |           |     |                |

**B.6.0 Premiums – Option Year Four:** The Contractor shall provide the services for the premiums shown below for Option Year Four of the contract, starting four years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

**B.6.1 Third Party Liability Insurance – Bodily Injury (“B” Contract Line Items)**

| Item no.              | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|-----------------------|------------|------|------------|-----------|-----|----------------|
| B401                  |            |      |            |           |     |                |
| B402                  |            |      |            |           |     |                |
| Total Annual Premium: |            |      |            |           |     |                |

**B.6.2 Third Party Liability Insurance – Property Damage (“P” Contract Line Items)**

| Item no.   | Model Type | Year | Serial No. | Plate No. | HP* | Annual Premium |
|--|------------|------|------------|-----------|-----|----------------|
| P401   |            |      |            |           |     |                |
| P402   |            |      |            |           |     |                |
| Total Annual Premium:                            |            |      |            |           |     |                |
| Grand Total Option Year Four Premiums:           |            |      |            |           |     |                |
| Grand Total Base and All Option Period Premiums: |            |      |            |           |     |                |

## B.7.0 PARTIAL ANNUAL PREMIUMS

B.7.1 Semi-Annual Premiums. Payments shall be made semi-annually, as further addressed in G.2.4. The semi-annual premium shall be computed by dividing the annual premiums by twelve.

### B.7.2 Premiums for Vehicles Added or Removed During Period of Performance

B.7.2.1 Monthly Premiums. Premiums for vehicles added or deleted shall be computed on a monthly basis. Monthly premiums shall be computed by dividing the annual premiums by twelve.

B.7.2.2 Vehicles and Type of Insurance Coverage Added. Premiums for vehicles added to this contract or for which types of coverage are increased under this contract shall commence on the first day of the month in which the coverage is effective.

B.7.2.3 Vehicles and Type of Insurance Coverage Removed. Premiums for vehicles removed from coverage under this contract or for which types of coverage are deleted from this contract shall be paid through the last day of the month in which the vehicle or coverage is dropped.

## B.8.0 ADMINISTRATIVE RETENTION AMOUNTS

B.8.1 If the Contractor requests a price adjustment under B.6 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.3. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid.

B.8.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

***[Note to Contracting Officer - Revise this if necessary to conform to the pricing schedules you inserted in B.3. Leave in the following note to offerors for the solicitation, then deletes it for the contract.]***

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in

the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

**B.8.3 Retention Amounts per separate premium paid for Third Party Liability Insurance**

| Period of Performance | Bodily Injury | Property Damage |
|-----------------------|---------------|-----------------|
| Base Period           |               |                 |
| Option Year 1         |               |                 |
| Option Year 2         |               |                 |
| Option Year 3         |               |                 |
| Option Year 4         |               |                 |

**B.9.0 ECONOMIC PRICE ADJUSTMENT**

B.9.1 Premiums may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during **[*Note to Contracting Officer: enter appropriate time period, normally the first 12 months of the contract, but severe economic conditions may warrant semi-annual or quarterly adjustments*]**. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing receipts (premiums received), payments (claims paid), the retention amount paid to the Contractor, and the difference between amounts received and paid. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.9.2. The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

SECTION C  
DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. GENERAL

C.1.1 The U.S. Embassy [*Note to Contracting Officer: insert name of Post*] requires vehicle insurance coverage of all the U.S. Government official [*Note to Contracting Officer: list generically what is covered, such as vehicles and motorcycles*]. The specific coverage under this contract is set forth in Section C and the Attachments in Section J.

C.1.2 Definitions

*FMC* - Financial Management Center or the paying office

*COR* - Contracting Officer's Representative.

*GSO* - General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

C.2. THIRD PARTY INSURANCE COVERAGE

The Contractor shall provide third party liability insurance coverage for all the [*Note to Contracting Officer: list generically what is covered, such as vehicles and motorcycles*] listed in Section B. This insurance shall include:

[*Note to Contracting Officer: identify locally mandated amounts for each type of coverage in either local currency or USD*]

|    | <u>Type of Coverage</u>   | <u>Minimum Required Amount</u> |
|----|---|--------------------------------|
| a. | Bodily injuries (to include passengers riding in the vehicle other than the driver) |                                |
| b. | Property damage   |                                |

C.3. OTHER CONTRACTOR REQUIREMENTS

C.3.1 Managerial and Administrative Support

C.3.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

C.3.1.2 The Contractor shall provide a representative for the daily administration of this contract. This representative will meet with the Contracting Officer's Representative (COR) as needed. The representative shall hand carry original documents, such as accident reports, to the Contractor's office so that claims are received with the legally stipulated time of [*Note to Contracting Officer: if host government has a maximum time by which a claimant must file a claim, fill in that amount of time. If there is no time required by local law, move the "period" at the end of this sentence to immediately follow "office" and delete the remainder of this sentence.*] If the representative is absent, an alternate shall serve as a replacement. The alternate shall be familiar with this contract and all cases in progress.

#### C.3.2 Legal Assistance

C.3.2.1 If, and to the extent, authorized in advance by the United States Department of Justice and requested by the Contracting Officer, the Contractor shall provide legal services in case of any accidents that are brought into court involving vehicles covered by the Contractor's policy. This service shall include adjudication and management of every case through final resolution, even if the insurance policy has expired before the time of final resolution. There shall be no additional charge for this service.

C.3.2.2 The Contractor shall inform the Contracting Officer immediately if third parties threaten legal action as a result of inability to settle any accident.

C.3.2.3 The fact that the Embassy enjoys diplomatic immunity shall not in itself be a sufficient reason for refusing to settle any insurance case.

C.3.2.4 The Contractor understands the publicity caused by undue delay may embarrass the United States Government. The Contractor must agree to take proper and discreet action to settle each accident on its merits.

#### C.4 REPORTS

C.4.1 Monthly. The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. These reports shall comply with Exhibit B. Each report shall cover information for the previous month.

C.4.2 Semi-Annual. The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. This report shall cover the preceding six months.

C.4.3. List of Vehicles Covered. The Contractor shall update a complete list of all vehicles covered under this contract.

C.4.3.1 This list shall include, as a minimum, the following items:  
***[Note to Contracting Officer: revise this listing to include desired information]***

- Serial number and brief description of vehicle
- Type(s) of coverage and annual premium for each type of coverage

C.4.3.2 The Contractor shall provide this list within ten (10) days of contract award. The Contractor shall update this list within ten (10) days of each contract modification that revises the vehicles to be insured.

## **C.5 CHANGES IN VEHICLES REQUIRING COVERAGE OR CHANGES IN TYPES OR AMOUNTS OF COVERAGE REQUIRED**

C.5.1 Notification to Contractor. The Contracting Officer will notify the Contractor by letter, each time there is a change in the vehicles covered under the contract or a change in the types of coverage for any vehicles. This letter will request pricing from the Contractor. The Contractor shall have five (5) days to propose premiums.

The Contracting Officer will normally modify the contract bilaterally within ten (10) days of the notification, presuming the parties can reach agreement on the premiums. Only the Contracting Officer is authorized to add or remove vehicles from coverage or modify the type of insurance coverage for a vehicle, under this contract. The Contractor shall not add or remove vehicles or revise the type of coverage for any vehicles under this contract without written notification from the Contracting Officer.

C.5.2 Contract Modification. The contract modification will include:

- the vehicles added, removed and/or vehicles for which type of insurance coverage is changed
- effective date of coverage
- annual premiums and insurance coverage the Contractor shall provide.

C.5.3 Addition or Removal of Vehicles Covered. The Contracting Officer may add or remove vehicles insured under this contract at any time, during any of the periods of performance, under this contract.

## **C.6 ELIGIBLE PARTICIPATING AGENCIES**

The agencies eligible for the vehicles insurance services are:

C.6.1. U.S. Embassy ***[Note to Contracting Officer: identify Post]***

C.6.2. *[Note to Contracting Officer: list other agencies at post that want to be eligible to use this contract]*

*[Note to Contracting Officer: include the following clause or something similar if you or the host government will require the Contractor to provide stickers or other evidence of insurance to be displayed on the vehicle.]*

C.7. INSURANCE DECALS

The Contractor shall provide the stickers for all covered vehicles within ten (10) days of contract award or contract modification.

SECTION D  
PACKAGING AND MARKING

RESERVED

SECTION E  
INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

CLAUSE                      TITLE AND DATE

52.246-4              INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| Performance Objective   | PWS Para     | Performance Threshold   |
|---|--------------|---|
| <u>Services.</u><br>Performs all vehicle insurance services set forth in the performance work statement (PWS) | C.1 thru C.7 | All required services are performed and no more than one (1) <i>[Note to Contracting Officer: insert different number if desired]</i> customer complaint is received per month<br><i>[Note to Contracting Officer: add other measures as desired]</i> |

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) [*Note to Contracting Officer: insert other number if desired*] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services-Fixed Price (August 1996) if any of the services exceed the standard.

### E.2.3 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F  
DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>               |
|---------------|-------------------------------------|
| 52.242-15     | STOP WORK ORDER (AUG 1989)          |
| 52.242.17     | GOVERNMENT DELAY OF WORK (APR 1984) |

F.2 PERIOD OF PERFORMANCE

F.2.1 The performance period of this contract is from the start date listed in the Notice to Proceed and continuing for twelve months.

F.2.2. The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

F.3 DELIVERABLES

The Contractor shall delivery the following items under this contract:

| <u>Description</u>            | <u>Quantity</u> | <u>Delivery Date</u>                 | <u>Deliver to:</u>  |
|-------------------------------|-----------------|--------------------------------------|---------------------|
| C.5. List of Vehicles Covered | 1               | 10 days after event described in C.5 | Contracting Officer |
| C.6.1. Monthly Report         | 1               | 5 <sup>th</sup> of each month        | COR                 |
| C.6.2. Semi-Annual Report     | 1               | 5 <sup>th</sup> of each month        | COR                 |

#### F.4 DELIVERABLE ADDRESSES

F.4.1 Reports to Contracting Officer. The Contractor shall deliver reports to the Contracting Officer at the following address:

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F.4.2 Reports to Contracting Officer's Representative (COR). The Contractor shall deliver reports to the Contracting Officer's Representative at the following address:

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F.5. NOTICE TO PROCEED. At the time of contract award, the Government will also issue a Notice to Proceed. This Notice to Proceed will establish a start date for providing the insurance services required under this contract. The Government will give the Contractor a minimum of ten (10) days to start providing services, unless both parties agree to an earlier start date.

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
(AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the [*Note to Contracting Officer: insert COR's job title, rather than by name*]

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit invoices in an original and [*Note to Contracting Officer: insert number of invoice copies required*] copies to the Contracting Officer's Representative (COR) at the following address:

*[Note to Contracting Officer: insert the FMO's address. After logging in the invoice, the FMO will forward to the COR for approval]*

G.2.2 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment".

G.2.3 Payment. The Government will make all payments in [*Note to Contracting Officer: insert currency*].

G.2.3.1 VALUE ADDED TAX

*[Note to Contracting Officer: include Version A, if the Contractor must submit VAT for this contract to the host government. Include Version B if the host government will not require submission of VAT by the Contractor for this contract.]*

*Version A*

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

OR

Version B

VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

G.2.4 Timing of Payments. Payments under this contract will be made semi-annually in advance after either: (1) The date of receipt of a proper invoice in the designated payment office, or (2) the decal(s) sticker(s) and insurance policy(ies) on all vehicles are accepted by the Government, whichever is later.

### G.3 CREDITS AND REFUNDS

In the event that premiums have previously been paid for a vehicle subsequently removed from coverage or for a vehicles on which the cost of coverage has been subsequently reduced, all or any part of any resulting overpayment shall, in the sole discretion of the Contracting Officer, be:

- Applied as a credit against additional payments owed to the Contractor under the applicable contract, or;

***[Note to Contracting Officer: fill in address of office in Embassy/Consulate (B&F office) if getting refund check but note that money will not go into Embassy coffers but will instead go into Department of Treasury.]***

- Refunded by the Contractor to the U.S. Government by certified bank check made payable to the U.S. Treasury. The bank check shall be remitted to:

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1. INSURANCE POLICY

H.1.1 The Contractor's insurance policy is incorporated into this contract as Exhibit C of Section J.

H.1.2 The Contractor shall include an English translation of the original insurance policy without cost to the Government.

### H.2 PERMITS

Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

### H.3 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(c) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official

authority or credentials; security violations; and organizing or participating in gambling in any form.

#### H.4 SECURITY

H.4.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees who will require entry onto Government premises. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.4.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following information for clearance for the Contractor's representative and alternate.

H.4.3 Required Information. The Contractor shall complete and application form for each employee. This application will be provided by the COR.

SECTION I  
CONTRACT CLAUSES

I.1. FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1)  
CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

| <u>CLAUSE</u>   | <u>TITLE AND DATE</u>   |
|---|---|
| 52.202-1  | DEFINITIONS (NOV 2013)  |
| 52.203-3  | GRATUITIES (APR 1984)   |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES (APR 1984)   |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)                            |
| 52.203-7  | ANTI-KICKBACK PROCEDURES (OCT 2010)   |
| 52.203-8  | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| 52.203-10   | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)                         |
| 52.203-12   | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)                 |
| <b>[Note to Contracting Officer: insert clause 52.203-13 if the requirement is expected to exceed \$5 million.]</b> |   |
| 52.203-13   | CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)   |
| 52.204-4  | PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)              |
| <b>[Note to Contracting Officer: insert 52.204-9 if contractor personnel on USG property add below clause]</b>      |   |
| 52.204-9  | PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)                                    |

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER  
SUBCONTRACT AWARDS(JUL 2013)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED,  
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 2013)

**[Note to Contracting Officer: Include provisions 52.209-9 if estimated contract over \$500,000.]**

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION  
REGARDING RESPONSIBILITY MATTERS, *Alternate I* (JUL 2013)

**[Note to Contracting Officer: add clause 52.210-1 if estimated contract over \$5,000,000.]**

52.210-1 MARKET RESEARCH (APR 2011)

52.215-2 AUDIT AND RECORDS - NEGOTIATION(OCT 2010)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT  
(OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING  
DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA –  
MODIFICATIONS (OCT 2010)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR  
INFORMATION OTHER THAN COST OR PRICING DATA--  
MODIFICATIONS (OCT 2010)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND  
REMEDIES (JAN 2014)

**[Note to Contracting Officer: Use ALT I, clause 52.222-50, if local law identifies off limit establishments.]**

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT  
MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND  
TRANSLATION OF CONTRACT (FEB 2000)

**[Note to Contracting Officer – See instructions on whether to also include FAR 52.228-3, Workers' Compensation Insurance (DBA).]**

52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE  
OVERSEAS (APR 1984)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION  
(JAN 1997)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

|           |   |
|-----------|---|
| 52.232-17 | INTEREST (OCT 2010)   |
| 53.232-18 | AVAILABILITY OF FUNDS (APR 1984)  |
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)                                      |
| 52.232-25 | PROMPT PAYMENT (JUL 2013)   |
| 52.232-32 | PERFORMANCE-BASED PAYMENTS (APR 2012)   |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR<br>AWARD MANAGEMENT (JUL 2013)    |
| 52.233-1  | DISPUTES (JUL 2002), <i>Alternate I (DEC 1991)</i>                                  |
| 52.233-3  | PROTEST AFTER AWARD (AUG 1996)  |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM<br>(OCT 2004)                           |
| 52.237-2  | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND<br>VEGETATION (APR 1984)         |
| 52.237-3  | CONTINUITY OF SERVICES (JAN 1991)   |
| 52.242-13 | BANKRUPTCY (JUL 1995)   |
| 52.243-1  | CHANGES - FIXED-PRICE (AUG 1987), <i>Alternate II (APR 1984)</i>                    |
| 52.245-9  | USE AND CHARGES (APR 2012)  |
| 52.246-25 | LIMITATION OF LIABILITY – SERVICES (FEB 1997)                                       |
| 52.249-4  | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT<br>(SERVICES) (SHORT FORM) (APR 1984) |
| 52.249-8  | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)                                 |
| 52.253-1  | COMPUTER GENERATED FORMS (JAN 1991)   |

The following are Federal Acquisition Regulation clause(s) is/are incorporated in full text:

***[Note to Contracting Officer: Add in full text, clause 52.232-99, if a U.S. small business could be potential offeror or subcontractor or if the government estimate for the solicitation will meet the WTO acquisition threshold of \$202,000.]***

**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS  
SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.2     52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.3     52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [*Note to Contracting Officer: insert number*] (months\_\_\_\_)(years\_\_\_\_).

I.4     RESERVED

I.5     52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6     DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES INCORPORATED IN FULL TEXT

***[Note to Contracting Officer: insert the DOSAR at 652.204-70, Department of State Personal Identification Card Issuance Procedures, in solicitations and contracts that require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems.]***

**I.6.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

**I.6.2 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)**

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport,

insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### **I.6.3 CONTRACTOR IDENTIFICATION (JULY 2008)**

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

#### **I.6.4 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)**

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the

requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

**I.6.5 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)**

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

**I.6.6 652.243-70 NOTICES (AUG 1999)**

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

***[Note to Contracting Officer – See instructions on whether to add DBA clause 652.228-71, Workers’ Compensation Insurance (Defense Base Act)—Services (AUG 1999) (DEVIATION). If this clause is included, mark paragraphs (b), (c), (d), (e) and (f) as “RESERVED”.]***

***[Note to Contracting Officer: Add DOSAR clause 652.229-70 if you anticipate U.S. firms submitting proposals]***

**I.6.7 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)**

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J  
LIST OF ATTACHMENTS

Exhibit A - CONTRACTOR'S MONTHLY AND BI-ANNUAL STATUS REPORTS

Exhibit B - CONTRACTOR'S INSURANCE POLICY FOR THIRD-PARTY  
LIABILITY COVERAGE- BODILY INJURY AND THIRD-PARTY  
LIABILITY – PROPERTY DAMAGE

## EXHIBIT A

### CONTRACTOR'S MONTHLY AND SEMI-ANNUAL STATUS REPORTS

These reports shall, as a minimum, contain the following information:

- Date and place of accident
- Embassy driver involved
- Identification and license plate of Embassy vehicle
- Type of coverage
- Which party is liable for the accident and why
- Name and address of adverse party
- Name and address of adverse insurance company
- Current status of settlement, if pending explain why
- If a case is settled, give date of settlement, name of party who was reimbursed
- Date of reimbursement
- In case settlement payment is made directly to a garage, date of payment

EXHIBIT B

CONTRACTOR'S INSURANCE POLICY(IES)

FOR THIRD-PARTY LIABILITY COVERAGE – BODILY INJURY

AND

THIRD-PARTY LIABILITY COVERAGE – PROPERTY DAMAGE

To be added at time of contract award.

SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.  
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

(End of provision)

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

|                          |   |
|--------------------------|---|
| TIN:                     |   |
| <input type="checkbox"/> | TIN has been applied for  |
| <input type="checkbox"/> | TIN is not required because:  |
| <input type="checkbox"/> | Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S. |
| <input type="checkbox"/> | Offeror is an agency or instrumentality of a foreign government   |
| <input type="checkbox"/> | Offeror is an agency or instrumentality of the Federal Government   |

(e) Type of Organization

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Sole Proprietorship                         |
| <input type="checkbox"/> | Partnership                                 |
| <input type="checkbox"/> | Corporate Entity (not tax exempt)           |
| <input type="checkbox"/> | Corporate Entity (tax exempt)               |
| <input type="checkbox"/> | Government entity (Federal, State or local) |
| <input type="checkbox"/> | Foreign Government                          |

|  |  |
|--|--|
|  | International organization per 26 CFR 1.6049-4 |
|  | Other:   |

(f) Common Parent

|      |   |
|------|---|
|      | Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. |
|      | Name and TIN of common parent   |
| Name |   |
| TIN  |   |

(End of provision)

K.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **524126**.

(2) The small business size standard is **1,500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this

solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|------|--------|
|--------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.6. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.7. AUTHORIZED CONTRACT ADMINISTRATOR**

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

|                   |  |
|-------------------|--|
| Name:             |  |
| Address:          |  |
|                   |  |
| Telephone Number: |  |

**K.8. DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)**

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act**

insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

**K.9. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUNE 2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| <u>Category</u>  | <u>Yes/No</u> | <u>Number</u>            |  |
|--|---------------|--------------------------|--|
| (1) United States citizens or residents  |               |                          |  |
| (2) Individuals hired in the United States, regardless of citizenship  |               |                          |  |
| (3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws |               | local nationals:         |  |
|  |               | third-country nationals: |  |
| (4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws    |               | local nationals:         |  |
|  |               | third-country nationals: |  |

(b) The Contracting Officer has determined that for performance in the country of [*Note to Contracting Officer: insert country of performance and check the appropriate block below.*] –

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

K.10. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

#### L.1.2 QUALIFICATIONS OF OFFERORS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past \_\_\_\_\_ [***Note to CO: insert the number of years***] years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in \_\_\_\_\_ [***Note to CO: insert the country where the services shall be performed***] then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided. [***Note to Contracting Officer: If there are any other unique requirements for doing business or restrictions in terms of doing business in the host country, then you***]

***need to ensure these are highlighted. For example, if there is a local law which precludes foreign firms from providing services, you need to identify the law.]***

4. The offeror's strategic plan for \_\_\_\_\_ [***Note to CO: Insert the services which shall be performed***] services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

## **L.2 SUBMISSION OF OFFERS**

### **L.2.1 General**

This solicitation is for providing vehicle insurance as described in Section C and the Exhibits which are a part of this solicitation.

### **L.2.2. Summary of Instructions**

Each offer must consist of the following physically separate volumes:

**[Note to Contracting Officer: fill in number of copies]**

| Volume | Title  | No. of Copies* |
|--------|--|----------------|
| 1      | Executed Standard Form 33, "Solicitation, Offer and Award," and completed Section K – "Representations, Certifications and Other Statements of Offerors" |                |
| 2      | Price Proposal and completed Section B – "Supplies or Services and Prices/Costs"   |                |
| 3      | Technical Proposal   |                |
|        |  |                |

\* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed; or the address set forth below, if hand-delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

|  |
|--|
|  |
|  |
|  |
|  |

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

L.2.3. Closing Date. The complete offer shall be received by the *[Note to Contracting Officer: insert Post]*, located at the address indicated on the solicitation cover page, no later than *[Note to Contracting Officer: insert time and date]*

L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B, including all options.

(3) Volume III: Technical Proposal.

(a) Management Information – Provide the following:

(1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) A list of key management personnel and their profiles;

(3) Name of Project Manager who understands written and spoken English;

(4) Evidence of Required Licenses and Permits;

(5) Copy of Mandatory Insurance Policy(ies), in local language and translated into English

(b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Any terminations (partial or complete) and the reason (convenience or default).

### **L.3 PROPRIETARY DATA**

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

### **L.4 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference (48 CFR CH. 1):

| <u>PROVISION</u>   | <u>TITLE AND DATE</u>  |
|--|--|
| 52.204-7   | SYSTEM FOR AWARD MANAGEMENT (JUL 2013)                       |
| <b>[Note to Contracting Officer: Include provision 52.209-7 if estimated contract over \$500,000.]</b> |  |
| 52.209-7   | INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)      |
| 52.214-34  | SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)          |
| 52.215-1   | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION* (JAN 2004) |

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **[Note to Contracting Officer: designate the official or location where a protest may be served on the Contracting Officer.]**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)  
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain

unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ***[Note to contracting officer: insert name]***, at ***[Note to contracting officer: insert telephone and fax numbers]***. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements of this solicitation.

#### M.1.2. Basis for Award

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

##### a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

##### b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

##### c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;

(5) necessary equipment and facilities or the ability to obtain them; and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

**M.2 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.  
(End of provision)

**M.3 SEPARATE CHARGES**

Separate charges, in any form, are not solicited.

**M.4 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)